



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

December 18, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

40 December 18, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

COOPERATIVE AGREEMENT BETWEEN LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND COALITION FOR ENVIRONMENTAL PROTECTION, RESTORATION, AND DEVELOPMENT RECYCLED WATER USE (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

This action is to enter into a cooperative agreement with the Coalition for Environmental Protection, Restoration, and Development related to increasing the use of recycled water. The cooperative agreement provides for the Los Angeles County Flood Control District to fund a portion of costs that the Coalition for Environmental Protection, Restoration, and Development will incur to perform research, conduct stakeholder outreach, and prepare a report that will be designed to promote recycled water use on a reliable and sustainable basis.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Find the Cooperative Agreement with the Coalition for Environmental Protection, Restoration, and Development is exempt from the provisions of the California Environmental Quality Act.
2. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into a Cooperative Agreement with the Coalition for Environmental Protection, Restoration, and Development related to increasing the use of recycled water for a not-to-exceed amount of \$22,500.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find that the proposed project is exempt from the California Environmental Quality Act (CEQA) and to authorize the Chief Engineer of the Los Angeles County Flood Control District (LACFCD) or her designee to enter into a Cooperative Agreement with Coalition for Environmental Protection, Restoration, and Development (CEPRD) substantially similar in form and content to the enclosed Cooperative Agreement.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1) and Integrated Services Delivery (Goal 3). Establishing a partnership with a local organization will enable effective collaboration and leveraging of resources to increase recycled water use. The partnership will enhance communication with customers and identify opportunities to reduce the region's reliance on imported water thereby improving the quality of life for citizens of the County of Los Angeles.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

CEPRD's total estimated cost to perform the recycled water usage effort is \$127,500. LACFCD will fund \$22,500 of the total cost and CEPRD has secured funding from other agencies and organizations for the balance of the remaining costs. Sufficient funds for LACFCD's contribution are available in the Fiscal Year 2012-13 Flood Control District Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

LACFCD has an ongoing interest and commitment to partner with local agencies to maximize the conservation of waste water for beneficial uses. CEPRD is a nonprofit corporation organized to facilitate a comprehensive multipurpose, stakeholder-driven consensus process and to promote educational solutions to environmental issues by expanding working relationships with environmental regulatory agencies at the Federal, State, regional, and local levels.

CEPRD proposes to contribute to the development of a framework for increasing the use of recycled water and to include interested stakeholders such as representatives of the environmental community, other agencies, and area companies.

ENVIRONMENTAL DOCUMENTATION

The cooperative agreement is exempt from the provisions of CEQA. This action meets the criteria set forth in Section 15060(c)(3) of the CEQA guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval to enter into a cooperative agreement will enhance recycled water use planning and enhance our communication with customers.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works,
Water Resources Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:CS:yg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

COOPERATIVE AGREEMENT

This COOPERATIVE AGREEMENT, made and entered into by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (hereinafter referred to as DISTRICT), and the COALITION FOR ENVIRONMENTAL PROTECTION, RESTORATION, AND DEVELOPMENT, a California nonprofit corporation (hereinafter referred to as CEPRD).

WITNESSETH

WHEREAS, CEPRD'S mission is to facilitate a comprehensive multipurpose, stakeholder-driven consensus process and to promote educational solutions to environmental issues by expanding working relationships with environmental regulatory agencies at the Federal, State, regional, and local levels; and

WHEREAS, one of the objectives of the DISTRICT is to conserve waste water within DISTRICT boundaries for beneficial uses; and

WHEREAS, the parties desire for CEPRD to contribute in the development of a framework for increasing the use of recycled water; and

WHEREAS, CEPRD proposed the tasks (as defined below) set forth in Section (1)A of this COOPERATIVE AGREEMENT in order to accomplish said framework; and

WHEREAS, the Chief Engineer of the DISTRICT has determined this is not a project for purposes of the California Environmental Quality Act; and

WHEREAS, the parties desire CEPRD to include interested stakeholders, including representatives of the environmental community, in the process of developing said framework; and

WHEREAS, the total requisite compensation required from all sources for completion of the tasks is One Hundred Twenty-seven Thousand Five Hundred and 00/100 Dollars (\$127,500.00); and

WHEREAS, the County Sanitation Districts of Los Angeles County, the City of Los Angeles Department of Water and Power, the Long Beach Water Department, and the Metropolitan Water District of Southern California have collectively contributed Eighty-Five Thousand and 00/100 Dollars (\$85,000.00); and

WHEREAS, Chevron, Northrop Grumman, and South California Edison have collectively provided a total of Twenty Thousand and 00/100 Dollars (\$20,000.00); and

WHEREAS, the parties propose that the DISTRICT'S portion is Twenty-Two Thousand Five Hundred and 00/100 Dollars (\$22,500.00) toward completion of the tasks; and

WHEREAS, the DISTRICT desires for CEPRD to be responsible for completion of the tasks as set forth herein; and

WHEREAS, CEPRD'S water project stakeholders have expressed interest in developing strategies and mechanisms designed to promote greater awareness among water purveyors, recycled water producers, and the private sector on the need for enhanced local water storage options to help meet regional supply needs.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CEPRD and the DISTRICT and the promises contained herein, it is hereby agreed as follows:

(1) CEPRD SHALL BE RESPONSIBLE AS FOLLOWS:

In coordination with the members of the CEPRD, project stakeholders, and their respective staff and consultant, California Partnerships, Inc., CEPRD will perform the following tasks to increase the use of recycled water within the County of Los Angeles:

A. TASK 1 - Establish Regional Baseline and Conduct Project Off-Site Meeting

1. Initiate meetings, conduct research and develop project materials to provide a current understanding of significant initiatives designed to promote reliable and sustainable water supply on a regional basis.
2. Conduct analysis of information obtained, secure such additional information as is indicated and provide recommendations designed to enhance current initiatives.
3. Organize and conduct an off-site meeting over two days to obtain feedback from project stakeholders utilizing the information developed.
4. Prepare and distribute a meeting summary to off-site participant project stakeholders and DISTRICT.

B. TASK 2 – Prepare a Report on Project Findings

1. Prepare and submit for review a draft report that will provide a gap analysis among current and planned efforts of project stakeholders and areas requiring further refinement based upon input from key constituencies including, but not limited to, regulators, environmental community representatives and regional water purveyors. The report will

include, but not be limited to, a list of recommendations designed to promote enhanced regional water supply on a reliable and sustainable basis.

2. Obtain and incorporate comments from the DISTRICT and other parties to the project on the draft report.
3. Prepare and submit to the DISTRICT for approval by March 31, 2013, a final report that addresses comments on the draft report received from the DISTRICT and other parties to the project.

(2) DISTRICT AGREES TO CONTRIBUTE TWENTY-TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$22,500.00) TOWARD COMPLETION OF THE TASKS AS FOLLOWS:

- A. "Incurred Costs" shall mean the administration expenses incurred by CEPRD in carrying out this COOPERATIVE AGREEMENT, together with reasonable fees that CEPRD pays to third-party consultants that are approved by the DISTRICT in the performance of the tasks.
- B. Within thirty (30) days of the DISTRICT receiving an invoice from CEPRD, to deposit an initial mobilization payment of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) as an advance to reimburse CEPRD'S Incurred Costs in the performance of the tasks.
- C. In addition to the initial deposit under Subsection (2)B above, the DISTRICT will reimburse CEPRD for CEPRD'S Incurred Costs to be invoiced by CEPRD in an amount not to exceed Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) upon completion of the draft report referenced above in Section 1.B.1 and Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) upon completion of the final report referenced above in Section 1.B.3.
- D. Notwithstanding the foregoing, the DISTRICT shall make said deposit of funds upon completion of the draft and final reports, respectively, when each is completed to the full and complete satisfaction of the DISTRICT, in the DISTRICT'S sole and absolute discretion, and following receipt of the invoices required of CEPRD for the work performed.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- A. Other than the specific responsibilities and obligations described in this COOPERATIVE AGREEMENT, DISTRICT incurs no responsibility or obligation to CEPRD and/or its consultants and/or other parties.

- B. This COOPERATIVE AGREEMENT shall continue in effect until the tasks are completed by CEPRD or one (1) year whatever occurs first in time. The DISTRICT reserves an absolute right to terminate the COOPERATIVE AGREEMENT without liability. The COOPERATIVE AGREEMENT may be terminated for convenience by the DISTRICT with no further obligation to the DISTRICT upon giving CEPRD a ten (10) day written notice of termination. Upon such termination, DISTRICT'S funding obligations cease but for Incurred Costs as of the termination date. If CEPRD has unspent deposited funds at the time of the notice of termination for convenience, CEPRD shall refund the unspent portion of the DISTRICT'S deposit within thirty (30) days of such termination.
- C. This COOPERATIVE AGREEMENT may be terminated for a material breach by providing written notice of such breach. The party in breach will have thirty (30) days to cure such default. If the COOPERATIVE AGREEMENT is terminated for CEPRD'S material breach, CEPRD shall return to the DISTRICT its unspent deposit remaining as of the DISTRICT'S notice of breach. Upon such termination, DISTRICT may pay CEPRD the DISTRICT'S proportionate share of Incurred Costs as of the date of the thirty (30) day written notice of termination.
- D. CEPRD shall indemnify, defend, and hold harmless the DISTRICT and the County of Los Angeles and their respective officers, employees, and agents for any claims, demands or liability related to or arising out of any acts or omissions of the CEPRD, its officers, employees, and/or agents related to or arising out of the COOPERATIVE AGREEMENT and the activities conducted hereunder.
- E. CEPRD may retain consultants or subcontract any of its obligations in this COOPERATIVE AGREEMENT only upon prior written consent of DISTRICT.
- F. Any official notices or correspondence related to this COOPERATIVE AGREEMENT shall be in writing and mailed by first-class, prepaid postage to the following addresses:

DISTRICT: c/o County of Los Angeles
Department of Public Works
Attention Christopher Stone
900 South Fremont Avenue
Alhambra, CA 91803
Telephone: (626) 458-6100
Fax: (626) 979-5436

CEPRD: Coalition for Environmental Protection, Restoration, and Development
Attention Christopher J. Campbell, Executive Director
P.O. Box 712459 - Bunker Hill Station
Los Angeles, CA 90071
Telephone: (213) 683-8717
Fax: (562) 432-3963

- G. In no event shall DISTRICT be obligated to contribute more than Twenty-Two Thousand Five Hundred and 00/100 Dollars (\$22,500.00) toward completion of the tasks.
- H. Notwithstanding the foregoing, the DISTRICT'S contribution shall be conditioned upon the other parties to the project providing the necessary funds as identified in the recitals to complete the project.
- I. Force Majeure

Should the performance of the obligations of any other party under this COOPERATIVE AGREEMENT be interrupted or delayed by any occurrence not occasioned by the conduct of any party to this COOPERATIVE AGREEMENT, whether that occurrence is an act of God, war, civil insurrection, fire, flood, storm, strikes, lockouts, or by any law, regulation, or order of any Federal and State court, that party's performance under this COOPERATIVE AGREEMENT shall be excused for whatever period of time after the occurrence is reasonably necessary to remedy the effects of that occurrence.
- J. If any portion of this COOPERATIVE AGREEMENT is declared by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions thereof shall remain in full force and effect.
- K. This COOPERATIVE AGREEMENT constitutes the entire agreement between the DISTRICT and CEPRD and may be modified only by mutual consent of both parties. Any such modification shall not be effective unless and until approved by a duly authorized representative of CEPRD and the DISTRICT.

IN WITNESS WHEREOF, the parties hereto have caused this COOPERATIVE AGREEMENT to be executed by their respective officers, duly authorized, by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on _____, 2012, and by the COALITION FOR ENVIRONMENTAL PROTECTION, RESTORATION, AND DEVELOPMENT on _____, 2012.

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT
a body corporate and political

By _____
Chief Engineer

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By Carole Suzuki
Deputy

COALITION FOR ENVIRONMENTAL
PROTECTION, RESTORATION,
AND DEVELOPMENT

By Michael M. Hertel
Michael M. Hertel, Ph.D.
Chairman

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